(13)

Original to Mysore

Govt. II-27—40,000—27-10-52.

FOR MYSORE STATE

AGRICULTURE (FOOD)PRODUCTION) (195) Department.

RT. SERIES

G.O. No. 181/56

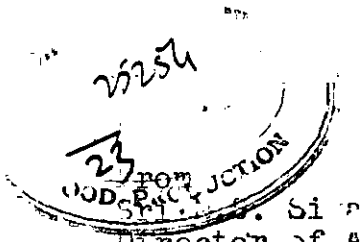
Dated 11-8-1956.

Passed

14/8/56

[Despatch Abstract.]

AGRICULTURE - Grow More Food - Hire Purchase Scheme - Pumpset supplied to Smt. Kamalamma of Alpe Village - South Kanara District - Recovery - of arrears - Regarding.



AGRICULTURE

From

Sri S. Sivaraman, I.C.S.,
Director of Agriculture,
Chepauk, Madras-5.

To

The Special Secretary to
Government (Ex-Officio),
Agriculture
(Production) Department, Madras

CAES.A1/220/53 dated 5- -1954.

Sir,

Sub: CAES - Supply of oil engine pump set under Hire Purchase System - Srimati Kamalamma of Alpa Village - South Kanara District - Proportionate cost - recovery of

Ref: 1. Government Memo.29106/53 F.I.VI/C.Agriculture (Food Production) Department Madras dated -7-54.
2. This Office letter CAES.A1.220/53 dated -8-54.

...

I request early orders of the Government on para 1 of my letter cited. Regarding para 2, the District Agricultural Officer, Mangalore has since addressed the Collector of South Kanara for collection of the due from the party and the Collector's reply is awaited.

Sd/ B.M. Lakshmipathi
for Director of Agriculture.

-by order-

Assistant Agricultural Engineer. 18-8-54

Maj: 18-8.

TO AS

D.A.P. letter in the cf. Agri (FP)

Please see the ~~report from~~ the ~~Collector~~ DARDS at Tirupati. Plaint in ~~Court~~ Their memo dated 9.12.53, the Hon'ble Court ordered ~~(illegible)~~ the recovery of a sum of Rs. 1107/- ~~(illegible)~~ from Srimathi Ramalamma of Alpe village S.K. Dt. ~~as shown at X on the plan~~ for the period from 27.9.50 to 28.10.51 being the proportionate ~~(illegible)~~ due from her for the oil engine pumpset supplied to her under the I.P. Scheme. ~~The Hire Purchase agreement was in force from 27.9.50 to 28.10.51~~ Por in later

3/ Agri (B)

Issue order 4/9/54

53/4.9

Memo no 25254/54 PB VI c dated 3.9.54.

Sub:- Agri - Oil F - South Kanara Dt. supply of oil engine under the H.P. scheme to Sri Mathi Kamalamma of Alpe village Regarding.

Read:- From the DA rdt. CR-S. A.1. 220/53 dated 15854

P I C/

The DA rdt. is requested to obtain the collr's reply and submit a copy of the same to the govt. with his remarks thereon. so as to enable the govt. to consider the matter further.

DESPATCHED 7-SEP 1954

re DA rdt 4/9/54 IRJ 25954

4/9/54

28854 MSW 2/9/54

4/9/54

ORV

Please see the DA's letter in the cf. In their memo dt. 9.12.53, the Govt. ordered the recovery from Srimathi Kamalamma of Alpe Village SK Dt, a sum of Rs 1107/- being the proportionate instalment due from her for the oil engine supplied to her under the H.P scheme. The DA reported that the party was disputing the claim for the payment of the amount.

1310 IR/1 (K)

IIR/1 12/1/54

12/1/54

IIR/1 7/2/54 (K)

however stated that he had addressed the corrigendum for the accuracy of the dues and added that on receipt of the Com's reply further course of action would be settled. In his present letter in lieu of the DA has stated that the Com's reply is still awaited. At the same time he has requested orders in the matter. He may be requested to obtain the Com's reply and submit a copy of it to the Govt with his remarks thereon so as to enable the Govt to consider the matter further. A draft memo to the DA is accordingly submitted overleaf for approval.

28854

2/9/54

4952

A. J.

Agricultural Department

From
Sri M.S. Sivaraman, I.C.S.,
Director of Agriculture,
Chepauk, Madras.

To
The Dy. Secretary to Government,
(Ex-Officio) Agriculture (Food Production) Department, Fort St. George
Madras.

BOARD OF REVENUE
24 SEP 1954
28357
FOOD PRODUCTION

No. CAES. A.1. 220/53 dated 14.9.'54.

Sir,

Sub:- Agriculture--Grow More Food--South Kanara District--Supply of Oil engine under Hire Purchase System to Srimathi Kanalamma of Alpe village.

Ref:- Government Memo No. 25254/54 F.P. VI-C dated 4.9.'54.

The reply from the Collector of South Kanara is awaited and a copy of his reply will be submitted to Government on receipt.

(Sd.) B.M. Lakshmipathi,
for Director of Agriculture.

Agri(1&2)
A.R. till 15.10.54
25/9/54 25/9/54
GSR/22.9.

DESPATCHED
20 OCT 1954
(By Order)

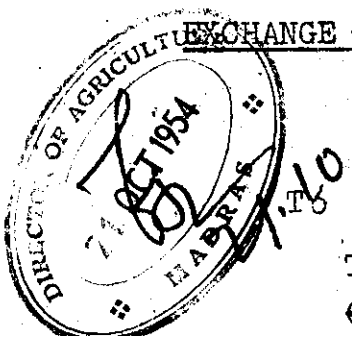
Ex. R. Issued N.R.D 6.11.54
20/10/54

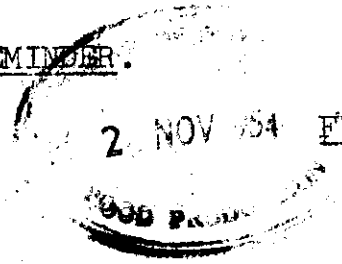
Assistant Agricultural [illegible] 22/9/54

1/2

CAES-A-1-220/53252545

EXCHANGE REMINDER. AGRICULTURE DEPARTMENT





FOOD PRODUCTION BRANCH.

The Director of Agriculture, Madras
~~Collector of~~

I am directed to invite attention to your letter No. CAES. A1. 220/53 dated 14.9.54 and to request that the final reply ~~to it~~ may be expedited.

DESPATCHED
25 NOV 1954

Received 5/12/54 memo

Office Agri.(F.P) Deptt.,
Station: C h e p a u k,
Date 20/11/54

Signature
For Assistant Secretary,
Designation.
20-10-54

Subject.

Agri - G M F - S.K. dt - Supply of oil engine under H.P. system to Srimathi Kamalamma of Alpe village - regarding

AES. A.T.-220/53

NOV 1954
31748

The Deputy Secretary to Govt. (ex-officio)
Agriculture (Food Production) Dept., Chepauk,
Madras

The reply from the collector, South Kanara is still awaited and a copy of his reply will be submitted to government with my remarks on receipt.

Srinivasan 28.10
for Director of A.

EXR 30/11/54
NR 17/12

1-DEC 1954

27/9/54

TO AS	Agri (FP)
N.R. 18/11/54	
5/11/54	5/11/54

27/11

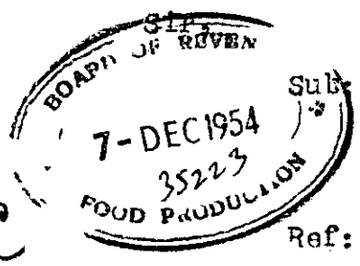
9

AGRICULTURAL DEPARTMENT

From
Sri M.S. Sivaraman, I.C.S.,
Director of Agriculture,
Chepauk, Madras.

To
The Deputy Secretary to Govern
Agriculture(Food Production)
Department, Chepauk, Madras.

No.CAES.A.1. 220/53 of 30.11.54



Sub: Agriculture - Grow More Food - South Kanara District - supply of oil engine under the hire purchase system to Srimathi Kamalamma of Alpe village

Ref: Government Memo No. 25254/54 FP VI-ec Agri (FP) Department dated 4.9.54.

In their memo No. 29106/53 FP VI.C dated 8.12.53 the Government ordered the recovery of Rs. 1107/- due from Srimathi Kamalamma on the supply of an oil engine pumping set under the hire purchase system. I informed the Government in my letter No.CAES.A.1. 220/53 dated 5.3.54 that the District Agricultural Officer Mangalore finds it not possible to enforce the provisions of the Revenue Recovery Act in the absence of a valid agreement from the party, and that the Collector of South Kanara was being addressed for the recovery of the dues.

2. In their memorandum cited as reference the Government asked me to obtain the Collector's reply and submit a copy of the same with my remarks thereon so as to enable them to consider the matter further.

3. I have received from the District Agricultural Officer Mangalore the Collector's reply No.L.Dis. 18572/54 dated 2.11.54 in which he says that the party has already given a suit notice and it is reported to be not possible to collect the arrears peacefully from the party and that the final orders of the Government may be awaited. I have therefore no further remarks to offer I submit a copy of the Collectors letter and request that the Government may be pleased to pass orders in the case at an early date.

Sd. M.S. Sivaraman
Director of Agriculture

--By Order--

Mohamed Ali 2.12.54
Assistant Agricultural Engineer

TR.1.12

TB AS

Agri (FP)

The question has to be examined with reference to G.O.M.S 946 Dev. d 5-3-42 as amended upto 6.8.49. Which is not readily available. Time may kindly be granted till 15.12.54

KD
6-12-54

Copy of Collector's L.Dis. 18572/54 dt. 2.11.54:

11

Sub:- CAES - Supply of oil engines under hire purchase system to Smt. Kamalamma of Alpe village - recovery of dues - action

Ref:- Your E3.1908/HPS/50 dt. 20/7/54.

..

The party has already given a suit notice in this case and it is reported to be not possible to collect the arrears peacefully from her. You, may, therefore renew your request after final orders are passed by the Government on the report No.CAES.A.1.220/53 dated 5.3.54 from the Director of Agriculture, Madras.

2. The records of Director of Agriculture's office file No.CAES.2.900/50 containing 74 pages are herewith returned.

-true copy-

Assistant Agricultural Engineer.

3/12/54

CAES-A 1-220/53

13

EXCHANGE REMINDER.

AGRICULTURE DEPARTMENT.

FOOD PRODUCTION BRANCH.

DIRECTOR OF AGRICULTURE
26 NOV 1954
MADRAS

To

The Director of Agriculture, Madras

Collector of

I am directed to invite attention to your letter No. CAES A.1.220/53 dated 27.10.54 and to request that the final reply may be expedited

Office: Agri.(F.P) Deptt.,

Station: C h e p a u k,

Date 23/11/54

Signature 24.11.54

For Assistant Secretary,

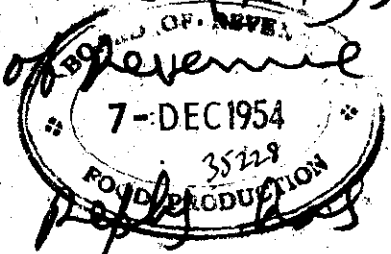
Designation.

Subject. K/23/11/54

Agri - C M F - S K Dt - supply of oil engine under the HP scheme to Srimathi Kamalamma of Alpe village - Regarding

R.C. A.1-220/53 dt 3-12-54

Deputy Secretary to govt. (ex-officio)
Agriculture (F.I) Dept.,
Board of Revenue, Chepauk, Madras.



Reply has been sent on my
letter No. CAES. A.1-220/53 dt 30-11-54

for Secretary to Municipality
2.12.54
for Director of Agriculture

2/12 dt 2.12.54

15 Agen

Memo no 25254/54 PP VIC dt

Sub:- Agri - CMF - South Kanara Dt - Supply of oil engine under the H.P. System to Srimathi Kanakamma of Alpe Village - Regarding

Read:- From the DA Rds
1) A.11.1.220/53 d 3.9.53
2) From the DA Rds CATES. A.1.220/53 d 5.3.54
3) From the DA Rds A.1.220/53 d 30.4.54

On paragraph 3 of his letter first cited, the DA has reported that the agreement governing the supply of an oil engine under the H.P. System to Srimathi Kamalamma of Alpe village, S.K. was cancelled and that the party was asked to pay hire charges at Rs 2 per day from 27.9.50 to 28.10.51 ~~The DA is requested to report whether~~ any agreement was entered into by the party for the period from 27.9.50 to 28.10.51 in question when the set was [illegible] under the Hiring

The Govt. consider that inasmuch as the supply of the units to the party under the H.P. scheme was governed by a regular agreement, the party is bound to pay the proportionate instalment of the cost of the engine for the period during which it was held by her. The D.A. is requested to offer his remarks on this point in consultation with the G.P. D.A. is also requested to report in consultation with the G.P. P.T.O.

whether it can be
proved to the satisfaction
of the court that the
amount of Rs 1350/-
is due from the party towards the
repairs/charges for the oil engine and
whether a civil
suit can be preferred
against the party for the
recovery of the amounts due from her.

8/12/54

21/12/54

7/12/54

2. The DA Mds

N.R.D 28/12/54
4-1-55.

DESPATCHED
27 DEC 1954
27/12/54.

Ex R. Issued
N.R.D. 27.1.55
(by memo).

12.1.55
12/1/55

DESPATCHED
15 JAN 1955
15/1/55

OM

Please see the reference
from the DA Mds at page 1.
Before a decision is
taken in the matter, the
party may be consulted
in the above points referred to in
the draft above which is subm. subject to approval.

8.12.54.

4/12/54

8/12/54

[redacted]-220/53 dt-27-1-55

Secretary to govt
Agriculture (Food Production) Dept
Board of Revenue, Chepauk.

3435
29 JAN 1955
FOOD P.

The matter has been referred to the Govt. Pleader, High Court and the Collector, South Kanara. On receipt of their replies, a further report shall be submitted to Govt.

Agri(RP)
N.R. (Irg. D.O)
28.2.55
Irg 2 PM
4235 4/2/55

By Order of the Board of Revenue
for Director of Agriculture
27.1.55

Irrig 2 1
Irrig D 5/2/55

23/1

Cell 25/1/55

CAES-A-1-220/5

EXCHANGE REMINDER

AGRICULTURE DEPARTMENT.

FOOD PRODUCTION BRANCH.

To

The Director of Agriculture, Madras

~~Collector of~~

I am directed to invite attention to Govt. memo. No. 252 54 | 52 VI C, dated 22.12.54 and to request that the reply to it may be expedited.

Office Agri.(F.P) Deptt.,

Station: C h e p a u k,

Date 12.1.55

MS Narasimhan

Signature 12.1.55

For Assistant Secretary,

Designation.

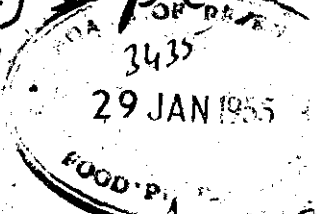
Subjedt.

Agri. - G.M.F. S.K. dt - under the H.P. Scheme to of Alpe village - Regarding.

Supply of oil engine Srimathi Kamalamma

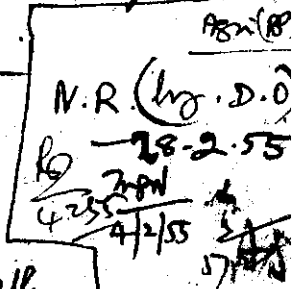
AES. A. 1-220/52 dt 27-1-55

The secretary to govt.
Agriculture (Food Production) Dept
Board of Revenue, Chepauk



Sir,

The matter has been referred to the govt. Pleader, High court and the collector, South Kanara. On receipt of their replies, a further report shall be submitted to govt.



For Director of Agriculture
27/1/55

23/1

19

Draft Rv.

Agri (A

D.O. 25254/54 Pol VI C dated 8th

My dear Sivaraman,

Sub:- As at Pisej.

Read:- Our memo 25254/54 Pol VI
d 22.12.57.

—

I am to invite attention to the our memo cited and to request that your final report may be sent atonce. The matter has been pending for over six months.

Yours sincerely,
J.S

11/3

DESPATCHED
12 MAR 1955

To
Sri M.S. Sivaramen
Attndg ICS
NRD 22355

M.S. Sivaraman, I.C.S.
Director of Agriculture,

Chepauk,
Madras,
Dated 19/3/55

D.O. No. CAES. A.1.220/53

My dear Sivasankaran Pillai,

Sub:- CAES - Hire purchase system - Recovery of arrears from Srimathi Kamalamma of Alpe village, South Kanara District - regarding

Ref:- Your D.O. No. 25254/54 F.P.VI C dated 11-3-55.

With reference to the Government Memo No.25254/54 F.P. VI.C dated 22/12/54, the opinion of the Government Pleader, High Court, Madras and the Collector of South Kanara were called for and their replies are awaited. On receipt of their replies I shall send a final report,

Yours sincerely,

Sri P.Sivasankaran Pillai, B.A., B.L. I.A.S.
Deputy Secretary to Government (ex officio),
Agriculture (Food Production) Department,
Board of Revenue, Chepauk, Madras.

23

DRAFT REMINDER.

Government of Madras,
Agriculture (Food Production) Department.

Memorandum No: 25254 /54 FP.VI.① Dated 25.4.55

Sub:- As at p2.1 cf

Ref:- From the Boards Lr. D.O.No. 220/53 dt 19.3.55

The Director of Agriculture, Madras/~~Collector of~~

is requested to submit his final report in the matter ~~explanatory~~ very urgently.

To
The Director of Agriculture, Madras.
The Collector of

N.R.D.

9/12/5

Issue now 10/5/55

5

DRAFT REMINDER.

Government of Madras,
Agriculture (Food Production) Department.

*

Memorandum No: 25254-/54 FP.VIC Dated

Sub:- As at p. 21. Cf

p. 21 Cf 1. From the D.A. Madras D.O. No. CAES.A.1: 220/53 dt. 19.3.55

Ref:-

p. 23 Cf 2. Govt. memo No. 25254/54 F.P.VIC dt 25.4.55

The Director of Agriculture, Madras/~~Collector of~~

is requested to submit his final report in the matter at once.

9/5 now 10/5/55

To
The Director of Agriculture, Madras.
~~The Collector of~~

10/5

N.R.D. 20.5.55.
(by a D.O.)

not issued
Report since received
13.5.55

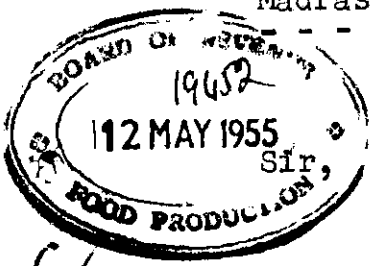
Agricultural Department.

From

Sri M.S.Sivaraman, I.C.S.
Director of Agriculture,
Chepauk,
Madras.

To

The Secretary to Government,
(Ex-officio) Agriculture (Food Production) Department,
Board of Revenue Chepauk, Madras



No.CAES.A.1.220/53 dated 6th May 1955.

Sir,

Sub: Central Agricultural Engineering Stores - Hire Purchase System --Recovery of arrears from Srimathi Kamalammal of Alpe village - South Kanara District - Regarding -

Ref: Govt Memo No.25254./54.F.P.VIC. d/-25-4-1955

--oo--

With reference to the Government Memo cited I submit that the opinion of the Collector of South Kanara has been received and that the opinion of the Government Pleader, Madras is still awaited. He is being reminded today. On receipt of his reply, I will submit my final report to Government.

Sd. B. M. Lakshmipathy.
For Director of Agricultue.

// By Order //

Assistant Agricultual Engineer.
9/5/55

Agn(B)
N.R by a Dd on
28/5/55 by
13555 13/5/55
R.S. 9/5/55.
9/5

Draft reminder Agn (RB)

13/11.6.

Issue
sgn
9/6/55

DO
No 25-254/54 RB VI dd. 9 6 55
My dear Sriraman,
Sub:- As at p 27 c

7/1 Read:- Your letter CAES. A. 1. 220/53 dd 6-5-55.

I am to invite
p27c attention to your letter cited and to request that the final report in the matter may be sent at once.

DES 13 JUN 1955
13/6/55

Yrs

Shri M. S. Sriraman ICS

Dr to reds
NCD 23/6/55

86 sgn 9/6/55 for
25 (on Th. dt.)

9/6/55

40/25.6.

Doap reminder Agn

Above VE MSN 25/6/55

D.O. 25254/54 FR VI C dated 25/6/55

My dear Sivaraman,

Sub:- As at p27y

Read:- Your letter cited A

P27y 1) 220/53 dated 6.555

P29y 2) ~~Circ~~ D.O. 25254/54 FR VI C dated 9.6.55

I am to invite attention to your letter cited and to request that the final report in the matter may be sent at once as the question is pending for over 9 months. ~~Presumably I am also point out to state this connection I am to state~~

P27y

P29y

that my ~~pensions~~ D.O cited has not been replied to

DESP 27 JUN 1955

Sri M.S. Sivaraman ICS Retd

23655 24/6/55 now 25/6/55

Ag Secy (I.T. etc)

N.D. 27/6/55

Y.S 25/6

M.S. SIVARAMAN, I.C.S.,
DIRECTOR OF AGRICULTURE.

SECY.
28 JUN 1955

Post Box.No.412,
Madras.5. dated 25.6.1955

D.O.CAES.A.1.220/53.

My Dear Sivasankaran,

Sub: CAES - Hire Purchase System - Recovery of arrears from Srimathi Kamalamma of Alape Village - South Kanara District Regarding

Ref: Your D.O.No.25254/54 F.P.VI.C. dated 9-6-1955.

***

The report is being sent to Government separately.

Yours Sincerely,

To
Sri P. Sivasankaran Pillai, B.A.,B.L., I.A.S.,
Deputy Secretary to Government (Ex.Officio)
Agriculture (Food Production) Department,
Board of Revenue, Chepauk, Madras.5.

35

Agricultur l Department.

From
Sri M.S.Sivaraman,I.C.S.,
Director of A-griculture,
Chepauk,Madras.

To
The Secretary to Government,
(Ex.Officio),
Agriculture (Food Production)
Department,Board of Revenue,
Chepauk,Madras.

26080

CAES.A.1.2[illegible]/57 dated 24-6-55.

Sir,

Sub:-CAES - Hire Purchase System - Pumpset supplied to Srimathi Kamalamma of Alape village, South Kanara District - Recovery of arrears - Regarding.

pp 15-16/ Ref:-Government Memo.No.25254/54 F.P. VI.C dated 22-12-54.

With reference to the Government memo.cited, the Government Pleader, High Court, Madras and the Collector of South Kanara were consulted. The Government Pleader is of the opinion that if the facts viz. that the packing case was opened in the presence of the party and that only after the Agricultural Engineering Supervisor, was personally satisfied about the condition of the engine, the engine was handed over to the party, can be duly proved in Court, the repair charges of Rs.130/- (Rupees one hundred and thirty only) can be collected from the hire purchaser. He is also of the opinion that the proportionate instalment of the cost of the engine for the period during which it was held by the hirepurchaser can be collected from the party as she had the use of the engine during the period and that a suit can be filed for its recovery.

A

2. The Collector of South Kanara and the Government Pleader, Madras have stated that action cannot be pursued under the Revenue Recovery Act for the recovery of the arrears in this case in the absence of a valid agreement.

3. I request further instructions in the matter.

Sd.B.M.Lakshmipathy.
for Director of Agriculture.

/By order/

Mohamed Ali 27.6.55
Assistant Agricultural Engineer

RAS/25.6.

Agri (PB)

b/87.

memo no 25-254/84 PBVI dt 7.7.85

Issued 7/7

Sub:- Agri - C.M.F - H.P scheme - Pumpset supplied to Sri Alth Kannalamma of Alpe Village - SK Dt - Recovery of arrears - Regarding.

Read:- From the DA Nds A.T. 220/85 dt 24.6.85

P35/

The G.P. has reported that ~~so far as the recovery of Rs 130/- due from the party towards~~ the repair charges of Rs 130/- to the oil engine supplied to the party under reference ~~the G.P. had reported that~~ could be recovered if the facts that the packing case was opened in the presence of the party and that only after the Agri Engg. Supervisor was personally satisfied about the condition of the engine, the engine was handed over to the party can be duly proved in the court. ~~it could be recovered.~~ The DA is also requested

to report whether ~~there is any~~ these facts can be duly proved in the Court

67

2755 577/55

20
21.

VRD 17.755

12 JUL 1955

R. m 22/7/55
NR 1578/55
despatched
22
25.7.

C.T.E.S.A.1-220/53

EXCHANGE REMINDER.

DIRECTOR OF AGRI. AGRICULTURE DEPARTMENT. FOOD PRODUCTION BRANCH. MADRAS

To

The Director of Agriculture, Madras.

~~The Collector of~~

I am directed to invite attention to Government Memo/ ~~Endorsement/ your letter~~ 25254/ 53 I&VI C dated 7.7.53 and to request that the reply may be expedited.

SIGNATURE.
21/7/53
For Asst. Secretary.
DESIGNATION.

Office: Agriculture (F.P) Deptt.,
Station: CHEPAUK.
Date:

SUBJECT.

Sub:- Agri- C M F- S.K.U- Supply of oil engine under the 1st Scheme - Srimathi Kamalamma Regarding

DRAFT REMINDER.

Lr. No. CAES-A-1-220/53 dt. 31-7-55

Re submitted

3-AUG 1955
30942

2. with reference to the
cited memo No. 25254/54 F.P.VI.C. dt. 7/54
the Assistant Agricultural Engineer,
CAES, Saidapet has been asked to state
whether the facts mentioned therein can
be duly proved in the court and his
reply is awaited. On receipt of his
reply I shall submit my final
report to Govt

31.7.55
Director of Agriculture

29/7/55

The Dy. Secretary to Govt (Ex-Officio)
Agriculture (F-P) Dept.
Board of Revenue, Chepauk, Madras

DRAFT REMINDER

Government of Madras.
Agriculture(Food Production)Department.

...

Memorandum No. 25254 /55 FP.VI. Dated 24/8/55

Sub:- As at p. 39 cf

Ref:- From the D.A. Madras. Endt. No. CAES.-A-1-220/53 dt. 31.7.55.

The Director of Agriculture,Madras/~~Collector of~~

is requested to expedite his ~~final~~ report in the matter.

The Director of Agriculture,Madras.
~~The Collector of~~

DESPATCHED
25 AUG 1955

N.R.D. (0.9.55)

Agriculture Department

From
Sri M.S. Sivaraman, I.C.S.,
Director of Agriculture,
Chepauk, Madras.5.

To
The Deputy Secretary to
Government (Ex.Officio
Agriculture (Food Prod
Department,
Board of Revenue, Chepa
MADRAS.

Ho. CAES.A.1.220/53 dated 1--9--1955.

Sir,

Sub: CAES - Hire Purchase System - pumpset supplie to Srimathi Kamalamma Recovery of proportiona cost and repair charges - regarding.

Ref: Government Memo No.25254 /55.F.P.VI.C dated 24--8--1955.

=0=0=

With reference to the Government Memo cited I submit that the report from the Assistant Agricultural Engineer., CAES., Saidapet has been received and basing on the report of the Assistant Agricultural Engineer and the Agricultural Engineering Supervisor, Tanjore has been referred to in the matter. On receipt of a reply from the Agricultural Engineering Supervisor, Tanjore I shall submit my final report.

Sd. B.M.Lakshmipathy.
for Director of Agriculture.

=By order=

ASSISTANT AGRICULTURAL ENGINEER

V.Raj.3.9.55.

45 Agoni

42/24.9.

Issue to Dasu LWS 24/9

D.O. 25254/55 FB VIc dated 9.55

My dear Sriaraman,

Sub:- As at P 43 C

Ref:- Forgot the Awards CASES A.I.220/53 dt 9.55

I am to request in the matter that the final report/Essay be sent immediately

24.9.55 LWS 23/9/55 24.9.55

(D Swaminathan) D.S

To
Sri M.S. Sivaraman
ICS
Awards
N Rly 10.10.55

4

AGRICULTURE DEPARTMENT

SERVED 4-OCT 1955

From
Sri M.S. Sivaraman, I.C.S.,
Director of Agriculture,
Chepauk, Madras..

To
The Deputy Secretary to Government,
(Ex.Officio)
Agriculture (Food Production) Department,
Board of Revenue, Chepauk, Madras.5.

CAES.A.1.110/53 dated 30.9.55.

Sir,

Sub: - Central Agricultural Engineering Stores - Pumpset supplied to Srimathi Kamalamma of South Kanara District - Recovery of proportionate cost and repair charges - Report - submission of -

Ref:- Government Memorandum No.25254/54 F.P.VI.C. dated 4.7.55.

With reference to the Memorandum cited, I enclose herewith copies of letters received from Sri Trans-Oceanic Limited, Madras who supplied the pumpset in question to the party and Sri K. Gopalakrishnan, the Agricultural Engineering Supervisor and submit that the facts that the packing case was opened in the presence of the representative of the party and that only after the Agricultural Engineering Supervisor was personally satisfied about the condition of the engine, the engine as handed over to the party representative of the party can be established in the Court by the Agricultural Engineering Supervisor and the Company.

Sd. B.M. Lakshmipathy,
For Director of Agriculture.

/by order/

Assistant Agricultural Engineer.

kv.1.10.

copy of letter No.TOL/176 dated 23-9.55 from Trans-Oceanic Limited, Mount Road, Madras, to thisoffice.

Sub:- Central Agricultural Engineering Stores - Hire Purchase Scheme - 4.B.H.P. Venern Oil Engine sunplied on 27th September 1950.

With reference to your letter N .CAES.A.1220/53 dated 17th September 1955 we wish to inform you that the Engine was taken open delivery by the Agricultural Engineer Supervisor, Mr,K. Gopalakrishnan, in the presence of the party to whom the above Engine was sold.

The Engine was taken delivery after complete satisfaction.

Thanking you,

/true copy/

copy of letter dated 22.9.55 from Sri K. Gopalakrishnan, Agricultural Engineering Supervisor, District Agricultural Officer's Office, to this office.

Sub:- Central Agricultural Engineering Stores - Hire Purchase Scheme - Pumpset supplied Srimathi Kamalamma of South Kanara -

Ref:- 1. CAES.A.1.220/53 dated 12.9.55.
2-E.P.Pdl.96/55 dated 1.9.55.

The party's representative was taken to the Firm and the packing case was opened in the presence of the party. The engine was in good condition after satisfying myself I have asked the party to see the engine only after the party's approval for taking over that particular engine, the firm was asked to deliver the engine to the party.

/true copy/

kv.1.10.

ASSISTANT AGRICULTURAL ENGINEER.

M.S.Sivaraman, I.C.S.,
Director of Agriculture.

5-OCT 1955

FOOD PRODUCTION

Post Box No.412,
Madras.5.

D.O.No.CAES.A.1.220/53 dated 1st October 1955.

My dear Sivasankaran Pillai,

Sub: Agriculture--Grow More Food--Pumpset supplied to Srimathi Kamalamma of South Kanara district Recovery of proportionate cost and repair charges--Report e regarding.

Ref: Your D.O letter No.25254/55 F.P.VI C dated 24-9-55.

--:o:--

The report called for in the reference cited is being sent separately.

Yours sincerely,

(M.S.Sivaraman)

To

Sri P.Sivasankaran Pillai, B.A.B.L., I.A.S.,
Deputy Secretary to Government (Ex.Officio)
Agriculture (Food Production) Department,
Chepauk, Madras-5.

To AS — Agri(PS)

The report referred to by the Boards was received separately and a note has been put up. No action is called for on this. This can be filed

53 Asst (TB)

Memo no 25254/54-TB VI dt 31.10.55

Sub:- As at page 47/c

Ref:- From the DA Nds CATES. A.1.110/53 dt 30.9.55

The DA is requested to send all the connected records for reference.

31/X/55

31.X.55

31/X/55

Asstt

5/11

Issue

1/11/55

P 47/c

20 2/4

The DA Nds

NRD 15.11.55

DRAFT REMINDER.

Government of Madras.
Agriculture(Food Production)Department.

...

Memorandum No. 25254/54 FP.VI.C Dated

Sub:- As at p. 27 cf

Ref:- Govt. memo. 25254/54 F.P. VI C dt

...

The Director of Agriculture,Madras/~~Collector of~~
is requested to expedite his ~~final~~ report ~~in the matter.~~

To
The Director of Agriculture,Madras.
~~The Collector of~~

N.R.D. 5.12.54

57

AGRICULTURE DEPARTMENT

From
Sri P.P.I. Vaidyanathan,
Bar-at-law., I.C.S.,
Director of Agriculture,
Chepauk, Madras.

To
The Secretary to Government, (Ex-officio)
Agriculture (Food Production)
Department,
Board of Revenue, Chepauk, Madras.

CAES.A.1. 220/55 dated 16.11.1955

Sir,

Sub: CAES. Hire purchase system - Recovery of dues from Srimathi Kamalammal of Alape village - South Kanara District - connected records - submitted.

Ref: Government memo No. 25264/54 F.P VI C dated 1.11.1955

--

With reference to the Government memo cited above, I submit herewith the following files for perusal and return. The receipt of the files may kindly be acknowledged.

I. D.Dis. CAES. 966/50 (C.F. 1 to 74 and N.F. 1 to 8)

II. D.Dis. CAES.A. 66/51 (C.F. 1 to 68 and N.F. 1 to 14)

III. D.Dis. CAES.A. 627/51 (C.F. 1 to 60 and N.F. 1 to 16)

IV. CAES.A.1. 220/53 current file (C.F. 1 to 320 and N.F. 1 to 86). Vol. I and II

Sd. S.E. Anantharaman
for Director of Agriculture

--By Order--

Assistant Agricultural Engineer
21-11-55

TR.18.11

59 A&S

105/9.1

No 25-254/54 FB VI cd 9

Subj:- Agri- Conf- SK Dt- supply of oil engines to Sri Kannalamma Regn

Read:- This Dept no note 25-254/54 FB VI cd 12.12.55

noted from PR

Law Dept may be requested to return the file of this Dept with their remarks.

at an early date

9/5/56

9/5/56

LMS

9/11/56

To

The Law Dept

12 Noon NR 24/1/57

Agri 16

Memo no 25254/54 [B VI c d XI

Sub:- Agri - Govt -

Recovery of the dues

from Sri Kamalam

of Alapakkam Village - SK Dt -

Connected records -

acknowledged.

Read:- From the Dtd

CATS.A.1.270/55 d

16-11-55

The receipt of

records sent

with the DA's

letter cited is

acknowledged.

29/11/55

28/11/55 29/11/55

W.r.to As' orders d. 24.11.

" Acknowledge receipt of papers

drafts above 5 for action. The

records received from the DA.

are being scrutinized.

The Dfts will be sent to Staff

with a note for orders.

29/11/55.

29/11/55

Yesterday

29.11.55

30.11

ps 24

I think the papers in office

pertain to 18/11/55

file 61. 29/11

Since sorted

29/11/55

To the Dtd

29/11

63

Agri IB

Memo no 25252/52 IB VI C dt 21-1-56

Issue LNS 22/1/56

Sub:- Agri- Govt- Supply of oil engine to Sriathi Kamaralama of Alpe village - SK Dt. Filing of civil suit - Regarding.

Read:- From the Dtords
1) CAE S. A. 1. 110/53 dt 30.9.55
2) From the Dtords CAE S. A. 1220/55 dt 16 11 55

The Govt observe from the connected records ~~received~~ for the case under reference that the DA has entirely relied upon the opinion of the A. A. E CBE given after personal inspection of the engine in March 1952 i.e roughly 1 year and 3 months after the transaction for his claim against the party. The machine

was booked by the departmental loading inspector at Madras and when it was opened in the presence of the ~~Forema~~ foreman Mangalore, serious defects were noticed. The opinion of the Asst Appl Engineer that irrespective of whatever defects might have existed when the engine was received at Mangalore it ~~was~~ has been submitted to gross mishandling by the party is not supported by facts. Though the pump was delivered to the husband of the grantee as duly authorised by her in the presence of the supervisor of the Engineering Dept at Madras, the booking to Mangalore was undertaken by the loading inspector. why this booking was undertaken is not at all apparent. secondly the defects noticed in

N at p 17 ℄ 1 (E).

p 42 ℄ (R)
p 65 ℄ (R).

the engine as recorded by the tractor foreman at the time of unpacking at destination will speak against the Crost in a court of Law because there are unassistaceable evidence to show that the engine was received by the party in a damaged condition after 1 1/2 months later. It is equally not clear why the tractor foreman should have certified so at all because of the case of Crost is that their responsibility ceased once the set had been delivered to the party's agent at Mavoras, the action of the officials, both the housing inspector and tractor foreman is clearly against Crost instructions all the same they seem to support the contention of the party all the

Para 2 @ P1 STNF

of the Agr. Dept ie

6b

while that it was not a fair deal on her. The DA is requested to furnish the G.P. Neds with the complete details of this case and also him to offer his considered opinion whether the Govt will succeed in the court of law in the above circumstances ~~whether the Govt will succeed in a court of law if~~ if a civil suit is filed for the recovery of any amount by way proportionate instalments and repair charges or otherwise from Smt Kammalamma.

The connected records are returned for reference & resubmission.

The D.A. shd have brought the full facts to the notice of Govt earlier. The records show that the party herself issued a suit notice to the T.A but this was not brought to Govt's notice in the report of the D.A., CAES-A-II/1-220/53 dt 3.9.53.

19/1/56
Hms
20/1/56

files at (P) (F) (N) (S) & (K)

The Records (with 5 files)

NRD 5/2/56

20/1/56

Ex. Rr: Govt List of records enclosed N.R.D. 20/2/56 in duplicate

Hms 25/1

GOVERNMENT OF MADRAS,
Agriculture (Food Production) Department.

U.O. 25254/54 F.P.VI-C dated 9-1-1956.

Sub:- Agriculture - Grow More Food - South Kanara District - Supply of oil engines to Srimathi Kammalamma - Regarding.

Read:- This Department U.O. Note 25254/54 F.P.VI-C dated 12-12-1955.

Law Department may be requested to return the file of this Department with their remarks at an early date.

P. SIVASANKARAN PILLAI,
Deputy Secretary to Government
(Ex Officio).

To
The Law Department, Madras-9.

Forwarded/By order.

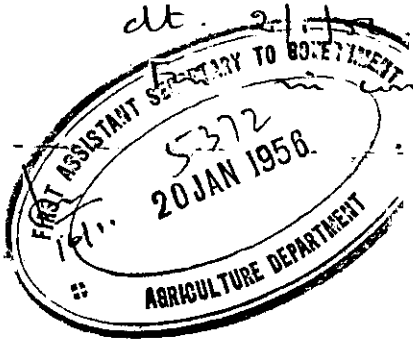
11/1/56
Superintendent.

Smy.11.1.

Accts

Law Dept

Please see the note of Agri (F.P) on plants. The file referred thereon has been passed on to Fin with this Dept. vo. no. 17285/55-1 dt. 2[illegible]. This may also be passed on to Agri for information.



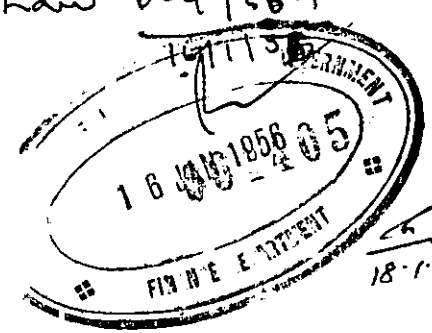
16.1.56

Finance.

Fin: (Accts)

Law 684/55-1

The file referred to above has been passed on to Agri: in this dept vo. no: 184/Accts/61-1 d 10.1.56. This may also be sent to them in continuation.



18.1.56

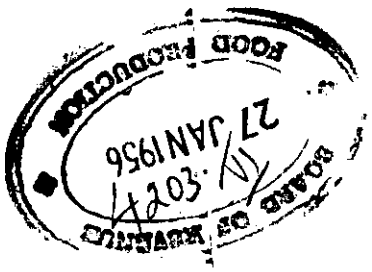
18/1/56.

18.1.56

Agri

Riv. 4605 Accts/167

18-1-56.



The file referred to by Fin at 'A' on p 2 ante has not been received in this Deptt Presumably Agri (FP) must have received back the file. With these remarks this may be returned to Agri (FP)

21.1.56.

Recd 28

TO AS 21-1-56

Agri (F.P.)

The B I II

Recd 28/1/56

The notes of Law, Finance Agri (B) 5372 B III/56-1 and Agri Deptt from p

P 68 ante may be perused. The main file of this Deptt has already been received and a further report has already been called for from the DA. [Vide ~~74~~ pages 63-66 ante]. No action is called for on this. This may be added to the file

Yes/s
31/1

29/1/86 Cmdr
30/1/86

C

71

Agricultural Department.

From
Sri P.P.I. Vaidyanathan, Bar-at-law, I.C.S.,
Director of Agriculture,
Chepauk, Madras.

To
The Dy.Secretary to Government (ex.officio), Agriculture, P.P., Department, Board of Revenue, Chepauk, Madras.

C.Eb.A.1.220/55 dated 8-2-56.

Sir,

Sub:-Agriculture - Grow More Food - supply of oil engine to Smt. Kamalamma of Alpe village -South Kanara Dist. Filing of Civil suit - Regarding.

Ref:-Government memo.No.25254/54 F.P. VI.C dt.21-1-56.

The receipt of the following files is acknowledged.

1. D.Dis.CAEb.966/50(C.F.1 to 74 and N.F. 1 to 8)
2. " CAEb.A.66/51 (C.F.- 1 to 68 and N.F. 1 to 14)
3. " CAEb.A.627/51 (C.F. 1 to 56 and N.F. 1 to 10)
4. C.Eb.A.1. 220/55 current file (C.F.1 to 320 and N.F. 1.to 85) Vol. I and II.

2. With reference to para one of the Government memo cited, the Government Pleader, Madras will be addressed separately and the result will be reported to Government in due course.

3. The duplicate copy of the acknowledgment for the receipt of records is resubmitted herewith.

Sd.S.E. Anantharaman.
for Director of Agriculture.

/By order/

Assistant Agricultural Engineer.
11-2-56

RAC/10.2.
Encl: Note

73

List of records enclosed to the Government Memorandum No.25254/54 F.P.VI-c, dated 23-1-56.

...

1. D.Dis. CAES.966/50 (C.F.1 to 74 and N.F. 1 to 8)
2. D.Dis. CAES.A.66/51 (C.F. 1 to 68 and N.F. 1 to 14)
3. D.Dis. CAES.A.627/51 (C.F. 1 to 60 and N.F. 1 to 16)
4. CAES.A.1 220/53 current file(C.F. 1 to 320 and N.F. 1 to 86). Vol. I and II.

Duplicate ~~xxxxxxxxxxxxx~~ copy for acknowledgement of the receipt.

2/ S. Ahmad Ansari 23.1.56
for Secy. to Govt. of Agricultu

74

Agri AB

One letter from the DA at p 71 ante may be perused. The further report promised at N may be awaited till 5/3/58

MS/PM/AB

16/2/58

LMS 16/2/58

CAES. A. 1- 220/53

75

EXCHANGE REMINDER

BOARD OF REVENUE 23 FEB 1956 FOOD PRODUCTION

AGRICULTURE DEPARTMENT
FOOD PRODUCTION BRANCH

To The Director of Agriculture, Madras.

I am directed to invite attention to Government Memo/ [illegible] ~~Endorsement/your letter~~ 25254/54 F.P. VI C dated 21.1.56 and to request that the reply may be ~~expected~~ expedited.

For Asst. Secretary
DESIGNATION

Office: Agriculture (F.P.) Dept.

Station: CHEPAUK.

Date: 6-2-56

SUBJECT

Agri- C.M.F- Supply of oil engine to Sumathi Kamalamma of Alpe Village - S.K dt- Filing of civil suit - Regarding. D.T.O

76 CAES.A.1-220/53 dt-w-2-56

To

The Deputy secretary to government
(ex-officio)
Agriculture (Food Production) department,
Board of Revenue, Chepauk, Madras.

BOARD OF REVENUE
23 FEB 1956
9328
FOOD PRODUCTION

Sir,

The government Pleader, High court, Madras is being addressed in the matter and my final report will be submitted to government, on receipt of his reply

I have the honour to be,
Sir,
Your most obedient servant,
Sd/- Gautama Rao.
for Director of Agriculture.

15/2/56 15/2/56

NR 20352

Abstract 20/2/56

24/2/56 24/2/56

DRAFT REMINDER.

GOVERNMENT OF MADRAS,
Agriculture (Food Production) Department.

Memorandum No. 25252 /55 F.P.VI Dated 3 56.

Sub:- As at P 71 Cf

Ref:- Govt memo 25254/54 F8 VI dated 21.1.56

634

The attention of the Director of Agriculture/ ~~Collector of~~ is invited to the Government Memo cited and he is requested to submit the final report ~~at the earliest date~~ very urgently as the Govt are anxious to dispose of this matter early.

To 23/3/56
The Director of Agriculture, Madras.
~~The Collector of~~

N.R.D. 1245

23/3/56

Agri FP

Dr 25254/54 FP VI c d 19.4.56

My dear Vaidyanathan,

Sub: As at p 63 c

Read:- Govt memo

25254/54 FP VI c d

21-1-56 & reminder

thereon

- - -

I am to

invite attention to

the Govt memo cited

and to request that

the final report in

the matter may be

sent immediately as

the Session has been

run one year and

the Govt are anxious

to dispose of it

early.

Yrs

Sd/-
18456 19/4/56.

DESPATCHED
20 APR

for

To

Sri P P

Vaidyanathan

I C S

Dharwar

N.D. 8/4/56

Department of Agriculture

From
Sri P.P.I. Vaidyanathan,
Bar-at-Law., I.C.S.,
Director of Agriculture,
Chepauk, M a d r a s -5.

To
The Deputy Secretary to Government,
(Ex-Officio)
Agriculture (Food Production) Department,
Board of Revenue, Chepauk, M a d r a s-5.

1951
21 APR 1956

CAES.A1.220/53, dated 7-4-1956.

Sir,

Sub: AGRICULTURE--Grow More Food--Supply of oil engine to Srimathi Kamalamma of Alpe Village, South Kanara District--Filing of civil suit--Regarding.

Ref: Government memorandum No.25250/55 FI.VI.C. dated 28-3-1956.

The Government Pleader, Madras, who was consulted as ordered by Government in their memorandum No.25254/54 F.P.VI.C dated 21-1-1956 required the connected records of the District Agricultural Officer, Mangalore for giving his opinion. Certain records have been received fror the District Agricultural Officer, Mangalore and certain further records have been called for from him. The records on receipt from the District Agricultural Officer, Mangalore will be sent to the Government Press, Madras.

2. I shall submit my final report to the Government, on receipt of the Government Pleader's opinion.

Sd/- R.N. Lakshmipathi,
for Director of Agriculture.

Spare.1.

-by order-

Agri FR

N.R 8/5/56

bv.11.4.1956.

Assistant Agricultural Engineer.

7/4/56

P.P T. VAIDYANATHAN,
Bar-at-law, I.C.S.,
DIRECTOR OF AGRICULTURE
***

P.B. No. 412,
Chepauk,
Madras, d/30-4-'56.

SECY.
4-MAY 1956

D.O.No. CAES.A-1-220/53:

My Dear Sivasankaran Pillai,

Sub: Agriculture - Grow More Food supply of oil engine to Smt. Kamalamma of Alpe Village - South Kanara District - Filing of civil suit - Regarding -

Ref: Your D.O. letter No. 25254/54 FP: VI.C. dated 19-4-56.

The connected records of the District Agricultural Officer, Mangalore are being sent to the Government Pleader, High Court, Madras for his remarks. I shall submit my final report on receipt of a reply from the Government Pleader, High Court, Madras.

Yours sincerely,

To:
Sri P. Sivasankaran Pillai,
B.A., B.L., I.A.S.,
Deputy Secretary to Government
(Ex-Officio),
Agriculture (Food Production) Department,
Chepauk, Madras - 5.

9/25.5

pp 65-66 cf

p 79 cf

DESPATCHED
15MAY

To Sri P.P.I Vaidyanathan,
Bar-at-Law, G.E.S.
~~the~~ Director of Agriculture
N.R.d. 14-6-56. Madras.

65 Agri (F.P) Dept.

D.O. No 25254/54 F.P.VI-e. d. 25-5-56

Dear Sir,

Sub: As at p. 66 cf.

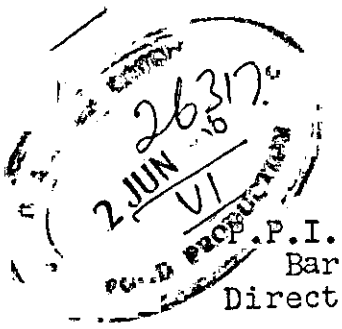
Read: 1. Govt. Memo 25254/54 F.P VI-e d. 21-1-56.

2. My D.O. 25254/54 F.P VI-e d. 19-4-56.

I am directed to invite attention to the Govt. Memo cited and to request that the ~~he is requested to submit~~ final report in the matter may be sent at an early date as the matter has been pending for over one year.

Yours faithfully,
Y. S.
Section Officer

Rem 22/5/56.
WMS 22/5/56.



87

C.

P.P.I. Vaidyanathan,
Bar-at-Law, I.C.S.,
Director of Agriculture.

Post Box No.412,
Madras-5, dated 31.5.56.

D.O. No.CAES.A.1.220/53.

My Dear Kannappa Mudaliar,

Sub:- Agriculture - Grow More Food - Supply of oil engine to Srimathi Kamalamma of Alpe Village, South Kanara District - Filing of Civil Suit - regarding -

..x....

Ref:- Your D.O. No.25254/54 F.P.VI.C. dated 23.5.56.

.x.....

My final report on the above subject is being submitted separately.

Yours sircerely,

1.6.56

To
Sri K.V. Kannappa Mudaliar, B.A.,
Assistant Secretary to Government
Agriculture (Food Production) Department,
Board of Revenue, Chepauk, Madras.5.

To A.S.2.

of the reply promised by the D.A may be awaited till 15-6-56.

5/6/56 6/6/56.

89

AGRICULTURAL DEPARTMENT

From
Sri P.P.I. Vaidyanathan,
Bar-at-law, I.C.S.,
Director of Agriculture,
Chepauk,
Madras-5.

To
The Deputy Secretary to
Government, (Ex-Officio),
Agriculture (Food Production)
Department,
Board of Revenue, Chepauk, Madras

27037-C. No.CAES.A-1-200/53, dated 31-5-1956

Sir,

Sub: Agriculture - Grow More Food - supply of oil engine to Smt. Kamalamma of Alpe village - South Kanara District - Filing of civil suit - Regarding -

Ref; Government Memorandum No. 25254/54 FP-VI-C dated 21-1-1956.

With reference to the Government memorandum cited above, I submit herewith a copy of the opinion No. 142/56 dated 15-5-56, given by the Government Pleader, High Court, Madras and request orders of Government to proceed further in the matter.

2. The following records are also submitted for perusal of the Government. The receipt of the records may please be acknowledged :-

(a) D.Dis.CAES-966/50 (C.F. 1 to 74 and N.F. 1 to 8)
(b) " CAES-A-627/51 (C.F. 1 to 60 and N.F. 1 to 16)
(c) " CAES.A-1-200/53 Vol. I (C.F. 1 to 200)
(d) " " Vol. II (C.F. 201 to 330)
(e) File No. E-3-1908/FPS-3- VOL.I (C.F. 1 to 90) of the District Agricultural Officer, Mangalore.
(f) File No. E-3-1908/FPS-3 - Vol. II (C.F. 1 to 330) of the District Agricultural Officer, Mangalore.

Sd. P.P.I. Vaidyanathan,
DIRECTOR OF AGRICULTURE.

: BY ORDER :

C.1./1.6.56.

ASSISTANT AGRICULTURAL ENGINEER.
2/6/56

Office of the Director of Agriculture,
Madras.

Copy of letter No. Opinion-142/56, dated 15th May 1956 from the Government Pleader, High Court, Madras, to the Director of Agriculture, Madras.

Sub: Agriculture - Grow More Food - Oil Engine pumpset supplied to Smt. Kamalamma of Alpe Village - South Kanara District - Filing of a Civil Suit for the recovery of the arrears due to Government - Opinion -

Ref: Your No. CATS.A-1-280/53, dated 21-2-1956.

In this case, my opinion is sought for on the question whether the Govern ent would succeed in a court of law if a Civil Suit is filed for the recovery of any amount by way of proportionate instalments and repair charges or otherwise from the party.

2. I have gone through all the relevant papers and I am hereunder expressing my opinion on the points referred to me.

3. Smt. Kamalamma, of Alpe Village, South Kanara Dt., had been allotted one 4 H.P. 'Vanern' Crude Oil Engine with 2½" x 2½" Pump on her request dated 15-6-1950 under Hire purchase system. M/s. Trans Oceanic Ltd., Madras supplied the Engine and pump to the party and it had been represented by the Seller that it was a brand new Engine. It appears that the Agricultural Engineering Supervisor of the department took open delivery of the Engine in the presence of the party's agent who seemed to be perfectly satisfied with the Engine. An unstamped agreement had been got executed from the party 'sagen' by which the party had undertaken liability to pay the cost of the machinery in instalments including interest etc. But this agreement had not been filled in with the particulars of the dues, dates etc. in the appropriate places.

4. The Loading Inspector had undertaken to deliver the Engine and the pumpset at the party's place at Mangalore. The pumpset and Engine on arrival at the place of destination had been opened in the presence of the Agricultural Departmental Foreman at Mangalore and it was found to be defective in several particulars. At the advice of the District Agricultural Officer, Mangalore, the Engine and pumpset had been got repaired by the party at the St. Joseph's Industrial Workshop at her cost. These facts had been promptly reported to the supplies company and also the department by the party. Since even after the necessary repairs had been effected, the Engine was expected to give trouble, the party refused to take delivery of the Engine and requested the authorities to cancel her agreement. The party was supplied with another Engine for that season. Subsequently the hire purchase agreement was cancelled and the party was asked to pay the hire charges for the period between 27-9-1950 and 28-10-1951 and the repairing charges incurred by the department. The party repudiated her liability to pay these charges but expressed her willingness to pay the hire charges for only four months for which period, she had the benefit of the Engine even though she had to spend a lot towards getting it repaired.

5. It is abundantly clear from the correspondence that passed between the parties that at the time of unpacking, the

93

Engine was found to have several defects for which the party can in no way be found to be responsible. This fact is corroborated by the report of the Agricultural Foreman also. The party had promptly brought to the notice of the department that the Engine supplied was not a brand new one as was represented by the Supplier and that it had several defects. Since the hire purchase agreement signed by the party also had been subsequently withdrawn by the department, no question of fastening any liability on the party as per that agreement arises now. So the only question that remains is whether the party could be made liable for payment of hire charges from 27-9-1950 upto 28-10-1951 and repair charges incurred by the Government.

6. In my opinion, the party can be charged with the hire charges from 27-9-1950 to 28-10-1951 as she had the use and was in possession of the Engine during the period. The repair charges cannot be charged from the party since there is very little evidence to prove that the defects had arisen due to mishandling by the party. But as stated by the District Agricultural Officer, Mangalore in his ref. E-3- 1908/TPS/50, submitted to the Director of Agriculture, Madras (p. 195 of the papers) the party has been put to a lot of hardship and worry due to the supply of a defective engine and therefore her case can be viewed sympathetically and she may be charged with the hire charges for the period from 20-12-1950 to 30-4-1951 (132 days) during which period the engine was actually used by the party.

The files sent to me are returned herewith.

: True copy :

C.A./1.6.56.

ASSISTANT AGRICULTURAL ENGINEER
2/6/56

Express

6/21.6

95/

Agri FP

Memo no 25254/52 FP VI dd 21-6-52

Sub:- Agri - Grow More - Supplies of oil engine to Sort. Kamalamma of Alpe village - South Kanara Dt - Filing of a civil suit - Regarding.

Ref:- From the DA Mdg CTE S.A. 1.220/53 dd 31.5.53.

1) Urgent

2) Urgent

compared & o/c

DESPATCHED 21 JUN

Receipt of the

1. The records sent received with DA's letter cited is acknowledged.

2. The report of the DA does not throw any light on the two in to Mangalore why the booking was undertaken by the loading inspector when the oil engine pump set was delivered at Madras to the husband of the grantee and why the Tractor Foreman at the time of unpacking saw certified that the engine was received in a damaged condition.

In the case of the Govt. is that

d/o

their responsibility ceased, once the set had been delivered to the party's agent at Mandvi, the action of the officials of the Agri. Dept. i.e. both the Loading Inspr. and the Tractor Foreman is clearly against the

~~The Distde~~

~~N.R.D 3.7.56~~

Govt. instructions; all the same, they seem to support the contention of the party all the while that it was not a fair deal for her.

Dealt 2.8.56

The Distde is requested to submit a clear report ~~on this point~~ as to why the Loading Inspr, and the Tractor Foreman 16/6/56 found it necessary to act as they did.

Govt 16/6/56. [illegible]

To the D.A. Mandvi.

NRD 10-7-56.

Agri FP

Memo no 25254/54 FP VI dt 30.7.58

Sub:- Agri. Com F - Collection of hire charges from Smt Kamalamma SK Dt - Alpe village - Orders - passed.

Read:- From the DAO dt CAES. A1/220/53 dt 15.8.54
From the DAO dt CAES. A.1.220/53 dt 31.5.55

Smt Kamalamma of South Kanara Dt was allotted a reaper oil engine set on 27.9.50. It was handed over by the suppliers to the Agrl Engineering Supervisor Mangalore. It was delivered to Sri Lakshmi Narayana Bhat her husband on proper authorisation by her. It has been reported that the loading Inspector at Mangalore ~~was~~ coerced the set to

Manglore address of the party. When the package reached Mangalore on 13-11-50 it was opened by the party in the presence of the Tractor Foreman Mangalore. It had many defects, some of them very serious ones. The engine was got repaired locally on 18.12.50 by the party at the local workshop at Mangalore. Subsequently on 28-10-51, the party returned the unit to the DAO Manglore on the ground that the engine was giving much trouble, and she wanted it to be replaced. On the basis of the opinion of the A.A.E., CBE. that irrespective of whatever defects the engine might have had when it arrived at Mangalore, the responsibility of the DCPC ceased when the delivery was effected at Mangalore, the DA asked

the party to pay - proportionate instalment as well as the cost of repairs which works out to Rs 1107/-

The Court Pleader has stated that the party could be made liable for payment of hire charges from 27-9-50 to 28-10-51 as she had the use and was in possession of the engine ~~entrusted to the~~ during the period. ~~However~~ However, in view of the fact that the engine entrusted to the party was defective ~~a son~~ he had recommended that sympathetic views may be taken and she may be charged hire charges for the period ~~from~~ 20.12.50 to 30 4 51 when the engine was actually used by the party.

The Court observe

~~that through the G.P.~~ that it is highly doubtful whether a suit in this case will be successful in the absence of a Valid agreement. ~~Under the circumstances and~~ In view of the ~~opinion~~ recommendation of the G.P. the Govt consider it desirable to collect from the party the hire charges during the period the unit actually worked i.e. from 20.12.50 to 30.4.51.

DESPATCHED
1 AL 11/8/56

To
The D.T.O.s.
with the files noted below.

CASES. A.1.220/53
" E. 966/50 Vol II & II
27.7.51.
" E.3.1908/ HRS.
— of D.T.O.s Office SK.
" A. 627/51 d 12853
D.T.O.s E.3.1908/HRS
Vol II

Sub:- Agri - Govt - H.P. Scheme - Pumpset supplied to Sri Mathi Kamalamma of Alpe Village South Canara Dt - Recovery of arrears - Regarding.

Read:- From the DA Rdr CAES. A.1. 220/53 dt 24.6.55

The letter cited from the DA cited may be perused.

In their memo dated 9.12.58 the Govt ordered for the recovery from Srimathi Kamalamma the dues as detailed below in respect of the oil engine supplied to her under the H.P. Scheme.

1) Proportionate instalment from 27.9.50 to 28.10.51	Rs 977.0.0
2) Cost of repairs	Rs 130.0.0
Total	1107.0.0

In as much as the supply of the unit to the party under the H.P. Scheme was governed by a regular agreement the Govt considered that the party is liable to pay proportionate instalment of the cost of the engine. The DA was asked to offer his remarks on the

following points in consultation with the A.P. Madras.

1) whether the proportionate instalment could be recovered from Srinathi Kanmalamma for the time the oil engine was with her.

2) whether it could be proved to the satisfaction of the court that the amount of Rs 130/- is due towards the repair charges from the party

3) whether a civil suit could be preferred against the party for the recovery of the amount due from her. or whether the amount could be recovered by enforcing the provisions of R.R. Act.

The DA has reported that the Govt of SK and the A.P are of opinion that action cannot be pursued under the RR Act for the recovery of the arrears from the party under reference in the absence of a valid agreement. In the circumstances the possible way for the recovery of the amount seems to be only through the court of law. Now the question arises as to whether the full amount entire amount of Rs 1107/- could be recovered from the party. The Govt Pleader is of opinion that

pp 15-16/c

P 35/c

proportionate instalment of the engine for the period during which it was held by the hire purchaser can be recovered and that a suit can be filed for its recovery. As regards the recovery of the repair charges due from the party the A.P. is of opinion that if the facts viz that the packing case was opened in the presence of the party and that only after the A.E.S. was personally satisfied about the condition of the engine can be duly moved in the court it could be possible. The DA has not reported as to whether the above facts can be proved in the court of law. A further report may be called for from him.

P35/C

P35/C

Subject to appl a draft is submitted

2755 hwb 5/7/55

675

AS

4.37 35/C

P40/C

Ref received as 25254/55 from AE VI Sc dt 6-7-55 From the DA and CAE S. A. I. 220/53 dt 31.7.55

The interim report cited may be perused. The further report in the matter may be awaited till 19.8.55

4/8/55

5/8/55

Read from the Hon'ble C.A.E.S. A.I. 1107/53 dt 30.9.53

The letter from the DA cited may be perused.

On their request dated 9.12.53 the Court ordered for the recovery from Srinathi Kamalamma the dues as detailed below in respect of the oil engine supplied to her under the H.P. Scheme.

1) Proportionate instalment from 27.9.50 to 28.10.51	Rs 977.0.0
2) Cost of repairs	Rs 130.0.0
TOTAL	1107.0.0

Inasmuch as the supply of the unit to the party under the HP Scheme was governed by a regular agreement the Court considered that the party is liable to pay proportionate instalment of the cost of the engine. The DA was, therefore, asked to offer his remarks on the following points.

1) Whether the proportionate instalment could be recovered from Srinathi Kamalamma for the time the oil engine was with her

2) Whether it could be proved to the satisfaction of the Court that the amount of Rs 130/- is due towards the repair charges from the party and

3) Whether a civil suit could be

referred against the party for the recovery of the amount due from her or whether the amount could be recovered from her by enforcing the provisions of the R.R. Act.

The DA in his letter dated 24.6.85 reported that the Coll of S.K and the Govt. P. are of opinion that action cannot be pursued under the RR Act for the recovery of the arrears from the party in the absence of a valid agreement. The Govt Pleader is of opinion that the proportionate instalment of the cost of the oil engine for the period during which the unit was held by the Hire Purchaser can be recovered by filing a suit against the party. As regards the cost of repairs, the DA has reported that the packing case was opened in the presence of the representative of the party and that the Agricultural Engineering Supervisor was personally satisfied about the condition of the engine which was handed over to the representative of the party can be established in the court by the Agricultural Engineering Supervisor of the Co.

It is submitted that the amount due from Sriathi Kamalamma has been pending collection for a long time from a long time. In view of the opinion of the Govt. P. that the amount due from the party under reference could only be

Ph 15-16 of

P 3 5 of

This is only one of the many cases of this kind coming to the notice of Govt. 14/10/85

Ph 11.7-11.9 of

recovered through the court of Law, as the recovery of the amount from the party by enforcing the provisions of the R.R. Act is blocked in the absence of a valid agreement it is for orders whether Sanction may be accorded for filing a civil suit against the party for the recovery of Rs 1107/- due from the party. Fin & Law may see the case for remarks.

B at P.S N.R and A above cannot be reconciled. Please examine again; also with ref to the stand taken by the party for non-payment in (K)

14/10/13

AE

EE

Dy.

Asst

Resubmitted in H.Q. on 15/10/13

Resubmitted.

At the time of the supply of the unit under the ITS scheme an agreement was executed by the party with the Agrl. Dept. But later the party represented that the oil engine allotted to her did not work properly. ~~The Dy DA Coimbatore later~~ The agreement executed by the party was cancelled and the party was asked to pay hire charges at Rs 2/- per day. ~~Once the agreement was cancelled~~

Form 3 a (1)

(K)

~~it ceases to be valid. This is~~ ~~the position referred to at B~~ ~~on page~~. On the suit notice ~~referred to by the~~ dt. 16.2.54 Smt Kamalamma ~~...~~ ~~...~~ ~~...~~ ~~...~~ represented ... ...

1) that she was not a technically trained individual to know whether the engine supplied to her was a brand new one or not. When the engine was installed for the first time and when the engine gave trouble she ~~began the~~ started correspondence with the Depot

2) that when the above said defect~~iveness~~ & unserviceability of the engine was detected she was ready to surrender the engine but the DTO was not prepared to accept the said surrender and ~~therefore~~ she had no other go except to effect repairs which were done ~~her for~~ purely with the consent of the ~~Govt~~ Depot on behalf of the Depot.

The report of the DA shows that there is enough evidence to prove to the satisfaction of the court that the oil engine supplied to the party was a brand new one and supply was effected after testing the unit in the presence of the representative of the party. As regards N.

above there is no information as to what action was taken by the Agnl Depot on the letter said to have been sent by the party. unless the entire records relating to this case are called for it will not be possible to ascertain whether timely action was taken by the Agnl Depot in the matter. In the circumstances the DA may be asked to submit the records of the DAD, Dy DA CB&E and this office to re examine the case in detail, if it is considered that the examination made at pp 3-4 of (R) is inadequate.

Subject to appl a draft is submitted

31/X/55

31.X.55

Asst

The delay in resubmission requires explanation. (Ealiest to AAO V) for action)

31/X/55

Extract from letter for necessary action

Extracted PTJ 1.11.55.

Initials 1/XI/55

Ref issued as 25-2574/54 F&V c-d 1.11.55
Read:- From the Hd&s CA&S A.1. 220/55 dated 16-11-55

with a view to examine the statement of the party at IV on p 8 ante the entire records were called for. The records received from the DA may be acknowledged.

Draft below is for appl.

The party was supplied with the Yeoman crude oil engine on 27.9.50 and the party surrendered back possession of the oil engine on 28.10.51. The party in her petition dated 3-11-51 reported

to the DDA that she submitted a petition for the replacement of the oil engine on 15.10.51. But from records received from the DA the petition is not traceable. Evidently the party's statement that she applied for the replacement of the crude oil engine on 15.10.51. is not true. The ~~pet~~ party submitted a petition to the DA only on 3/11.51 after surrendering the unit ~~was taken away~~ vide J in p.1 (F) ~~the DDA took action on the petition~~ presumably to avoid paying the dues to the Agrl Dept. However action was pursued on the petition dt 3-11-51 of Smt Kamalamma by the D.DA. Please see the Correspondence at flag (R). } p1 of (P)

As already noted at S on p.s ante the only way to recover the dues from the party is to file a civil suit as recovery otherwise is not possible. In this connection Please also see the opinion of A.P at pp 247-248 ~~125-126~~ of (S).

Sri Law may see the case for remarks.

28/11/55

Sri Law

(P.T.O)

A perusal of the records recd from ... dt. reveals the following. The engine was sup... to the party through her authorised agent & h... husband Sri. R. Lakshminarayana. That on p65 of (R) 27.9.50. and that his agent made his own... arrangements to transport the engine from p54 of (N) Madras to Mangalore. In his first report (on the receipt of the engine) dated 21.7.51, the... stated that the party had not executed the agreement since she wanted an exchange... and that she had also addressed ... T.D.A. Pending receipt of orders on her pet... she refused to sign the bond. Con. 3.N.... the party sent a petition, saying that sh... had already sent an application on 15.10.... p61-2 of (P) 9. asking for replacement of the engine and ... that she had given the engine for test by ... the D.A.O. on 28.10.51 and that she had take... out another departmental engine on hire ... for carrying on agrl. operations. This ... dated 3.11.51 was forwarded to the T.D.A's C/f... p58 of (P) their D.A.o's endt dated 6.11.51 asking for ... instructions whether the engine was to be ... returned. Meanwhile the Dy Dir. who had p62-3 of (P) visited the place sent an independent report ... suggesting that the engine may be got ... inspected by an A.E. This was followed p11 of (P) by another letter from the D.A.O. on 24.11.51. ... After making enquiries of the Research Co... Coimbatore & the Supplies Co. (Trans. Gear... Ltd. Madras), the D.A. advised that hire charges p47-48 of (P) should be collected for the period 27/9/50 ... 28.10.51. The party however refused to ... pay the dues until the collection petition p55 of (P) was disposed of.

In this context, the party's subsequ... petn. dated 20/5/53 (enclosing a copy of R...

p17-18 of (G)

earlier petn. dated 5/7/52) W.r.to DA's memo dated 22/4/53. And the party was informed of the correct position on 30/5/53. Subsequently the DJ Dn. sent a detailed report on 22/7/53 stating the circumstances under which a reconsideration of the orders passed in the case was called for. Again on 12-8-53 he sent another report as to why he considered recovery of the charges from the party as unreasonable. Subsequently the DPO. sent another report on 12-8-53 stating that the party opposed the payment of the dues under the R.R. Act — please also see the Tahsil's report at p.58 of (G) in this regard. The notice issued on 7.9.53 by the party will be found at pp 67-68 of (G). It was only on this notice the matter was brought to the notice of the Court on 3.9.53 and orders as at p 115 of (G) came to be issued. In this connection the DA. did not report to Court the giving of a notice by the party. When the DPO raised this point on 28.2.54 and wanted that the Court should be addressed for their permission to file a civil suit, the correspondence in this file was resumed by the DA. Further detailed proposals were made by the DPO which were duly recommended by the DA. But the DA. refused to reconsider the matter and called upon the DPO to go ahead in consultation with the CMO. who had finally reported as at p 177 of (G). So much for the history of the case leading up to the legal questions at p 223 of (S) and 247-248 of (V).

The whole complication arose because the delivery of the ring was ordered to be made without getting the party to execute the

p 11 of (G)

pp 23-24 of (G)

p 27-30 of (G)

p 41 of (G)

p 43 of (G)

See also pp 13-14 of (K)

p 123 of (G)

pp 151-155 of (G)

pp 157-158 of (G)

Cf.

agreement on a stamped paper. The blank agreement bond on non-stamped paper ~~duly~~ signed by the party at the time of his application for the issue of an oil engine under the H.P. System can not be acted upon as it has not been duly executed by both the parties to the agreement and properly attested. In the matter as observed by the ~~EXA~~ A/- 512.96 (R), the AA has had no occasion to take this engine at all from the party and create all the complications." The set was issued to the party on 27.9.50 and the party claims to between the section 20.10.54 (on the basis of getting the machine listed) a year after the set was issued when even the period of free service was over. Regarding the repair charges of Rs 130/- the G.P. Note is of the opinion that the charges can be collected from the latter provided it could be shown to the Court that the packing case was opened in the presence of the party and that only after the A.E. Supervisor was satisfied about the condition of the engine, the delivery was effected. It has subsequently been reported that the packing was opened in the presence of the representative of the party and that only the A.E. supervisor was personally satisfied about the condition of the engine, that engine was handed over to the representative of the party and that there things could be established in the court by the A.E. Supervisor and the Company. Regarding the third point (accuracy of the proportionate cost of the engine), the G.P. Note is of the opinion that the amount can be collected from her by the Duty

suit for recovery. Although the party has agreed to pay the hire charges for the period 20-12-1950 to 30-4-1951 before the key date otherwise during the period when the use of the equipment was not necessary during the South West monsoon, she is likely to dispute her liability to pay the hire charges for the entire period 27-9-1950 to 28-10-51. Moreover the question of recovery proportionate cost may not arise as there is no properly executed agreement. But it is a matter for legal decision. There is one more point namely the recovery of the amount due from the party by enforcing the provisions of the R.R. Rel. In this context the G.P. 1955 is of the opinion that as the agreement cannot be taken as a complete one, no reliance can be placed on the same and that action need not be taken under the R.R. Rel. Now that the party has already disputed her liability to pay the sum demanded of her, the only course left open is to file a suit against her. Before this is done, legal may be requested to scrutinize the case and advise on the further action to be taken. They may be specifically requested to offer their comments on the two legal opinions already obtained in the matter and advise whether the Govt may proceed against the party in a civil court for the recovery of the amounts due from her notwithstanding the alleged verbal "original agreement". After orders are passed the case may be sent to legal for advice as stated above.

(Previous notes need not be read)

It is only the claim for payment of proportionate + repairs misdemeanour which is being discussed in this file. Hire charges do not now come into the picture at all

h 31/25
p 248 c (S)

See also p 223 c (S)

Hs 223 + 24 c (S)

I am afraid Sajjit's note is ~~misleading~~ ~~containing~~ of the same. Please recast the whole note

8/12/55

AS-11

The history of the case is as follows:--

Srimathi Kamalamma of South Kanara district was allotted a Vennuru Oil Engine set on 27.9.50. It was handed over by the suppliers to the Agricultural Engineering Supervisor, Madras. It was delivered to Sri Lakshmi-Narayana Bhat, her husband on proper authorisation by her. It has been reported that it was the Loading Inspector at Madras who booked the set to the Mangalore address of the party. The engine appears to have been booked by the Loading Inspector on the basis of the party's letter to the Joint Director of Agriculture, though subsequently, the party appears to have represented that the Agricultural Engineering Supervisor volunteered his services. Whatever it is, it has to be admitted that the Loading Inspector of the Department booked the unit to Mangalore. He was not required to do so under the rules, the engine having been delivered at Madras to the party's husband.

2 When the package reached Mangalore on 13.11.50 (i.e roughly after 1½ months), it was opened by the party in the presence of the tractor foreman, Mangalore; it had many defects, some of them serious ones. Please see para 3 at page 17 C.F. of 'P'. The engine was got repaired locally on 18.12.50 by the party and the local workshop at Mangalore certified that they had reason to believe the engine was not a new one. The engine was however with the party.

3 On 12.7.51, ~~it was~~ the D.A.O however reported to the Joint Director of Agriculture that the party did not execute the necessary agreement as she wanted an exchange of pump, for which the party had addressed the Joint Director. There are no but there is no letter in the records On 15.10.51, for the first time, the party appears to have applied to the Joint Director of Agriculture that the engine was giving much trouble and she wanted it replaced. She also returned the unit to the District Agricultural Officer, Mangalore on 28.10.51 on the ground that it was not properly working (for test and repairs). But when it was got repaired, she refused to take it back. By this time,

the first instalment towards the unit under the H.P. System had fallen due. There is no clear evidence in the connected files, of the written request of the party to exchange the pump earlier than 15.10.51, but it ~~can be presumed~~ is seen from the report at page 5 C.F. of (N) that the Director of Agriculture was made aware of this request earlier, though it was perhaps only to the D.A. authorities. The matter was taken up with the suppliers by the Department after getting the machine inspected by the Assistant Agricultural Engineer, Research, Coimbatore. This inspection was made only in March 1952. The suppliers however replied that they had supplied a brand new engine and they could not accept the certificate given by the local workshop. (It may be noted that the certificate itself was given roughly a year after the inspection.)

4 On the basis of the opinion of the Assistant Agricultural Engineer, Coimbatore that irrespective of whatever defects the engine might have had when it arrived at Mangalore, the responsibility of the Department ceased when the delivery was affected at Madras, the D.A. asked the party to pay the proportionate instalment as well as the cost of reiaprs to the engine as shown below:--

Proportionate instalment	Rs.977
Repair charges	Rs.130
Rs.	1,107

The party refused to pay this amount. The order ~~calling upon the party to pay~~ for recovery of these amounts to the D.A.O. was actually issued only after a lapse of 1½ years after the set had been returned. In the meantime, the hire purchase contract had also been cancelled by the D.A.O. and ~~therefore~~ another engine was supplied to the party on a hire basis. After a good deal of correspondence with the D.A., The D.A. ~~then~~ reported to Government recommending waiver of the ~~hire charges~~ amount due from 27.9.50 to the date of its return which is to be collected only as arrears of hire charges in view of the cancellation of the hire purchase contract but Government did not accept the recommendations made in the first instance and directed the D.A. to recover the entire sum of Rs.1,107/- from the party.

(K) ... clause recommended collection of hire charges from 27-12-50 to 30-4-51

5 Subsequently, the D.A. has reported that the party

refused to pay the amount and that in the absence of a valid agreement, recovery of this amount under the Revenue Recovery Act was doubtful. He also brought to notice that the party had filed against Government a notice of suit but that he was still trying to collect the amount. Subsequently he again reported inability to collect the amount.

The D.A. was informed that even if hire charges for the period 27.9.50 to 28.10.51 could not be collected since the unit was supplied only under the H.P. Scheme, the claim for proportionate instalment could be insisted upon and he was asked to consult the Government Pleader and report if civil action will not lie. After consulting the Government Pleader, the D.A. replied in the affirmative.

The records in the D.A.'s office were also called for with reference to the earlier contentions of the grantee and the connected correspondence which has been looked into to find out whether Government can successfully collect the amount through a Court of Law.

A perusal of the records reveals the following further facts:--

The D.A. has entirely relied upon the opinion of the Assistant Agricultural Engineer, Coimbatore given after personal inspection of the engine in March 1952, i.e., roughly 1 year and 3 months after the transaction for his claim against the party. The machine was booked by the departmental Loading Inspector at Madras, and when it was opened in the presence of the tractor foreman Mangalore, serious defects were noticed. The opinion of the Asst. Agrl. Engineer that irrespective of whatever defects might have existed when the engine was received at Mangalore, the engine has been submitted to gross mishandling by the party is not supported by facts. Though the pump was delivered to the husband of the grantee, as duly authorised by her in the presence of the Supervisor of the Engineering Department at Madras,

the book[redacted] Mangalore was undertaken by the Loading Inspec[redacted]hy this booking was undertaken is not at all appar[redacted]econdly, the defects noticed in the engine, as r[redacted]d by the tractor foreman at the time of unpacking at [redacted]nation will speak against Government in a Court of Law because they are unmistakeable evidence to show that the engine was received by the party in a damaged condition. It is equally not clear why the tractor foreman should have certified so at all because if the case of Government is that its responsibility ceased, once the set had been delivered to the party's agent at Madras, the action of the officials, both the Loading Inspector and the tractor foreman, is clearly against Government instructions; all the same, they seem to support the contention of the party all the while that it was not a fair deal on her. The question will be whether Government can escape liability for these acts committed by both these officials. The party herself had issued a suit notice to the Joint Director of Agriculture as early as 7.8.53, but this was not brought to the notice of Government in the report at pp.1-2 C.F. of (K) nor were these facts set out fully in the earlier report to Government which lead to the issue of orders in Government Memo.No.28106/53, F.P.VI, dated 9.10.53 that the entire amount including repair charges may be collected from the party. From the very beginning, the lacuna in this case has been brought to the report of the Joint Director of Agriculture by the Deputy Director of Agriculture dated 3.11.51 p 7-8 of (G) and 22.7.53 pp 2-4 of (G) and also 12.8.53. – As for the Government Pleader's opinion at pp.223 and 247-248 of (S) and also at p.35 of (K) where he has expressed the opinion that the proportionate instalment from 27-9-50 to 28-10-51 plus repair charges can be collected from the party, the D.A. does not appear to have apprised the Government Pleader with the full facts of the case and as it is, the case of Government appears to rest entirely on the opinion of the Asst. Agrl. Engineer given long after this transaction, which too is not completely supported by facts. Law may, therefore, advise whether, in this case, a civil suit for recovery of the proportionate instalment and repair charges already ordered by Government will stand or whether the payment of hire charges agreed to by the party from

para 2 of (G) p 15 and 16 (K)

pp 67 of (G)

pp 1-2 of (G)

pp 1-2 of (K)

para 2 at p 15 of (K)

p 4' of (G)

p 15 of (K)

Para 5 of Agri (K)

27.12.50 to 30.4.51, viz., Rs.250/- may be accepted and the recovery of the balance waived as originally recommended by the D.A. No doubt, the D.A. will be asked to go into the question in more detail why the Loading Inspector and the Tractor foreman found it necessary to act as they did and if their action was not in good faith, to consider the question of further action against them. The D.A. himself should have brought the full facts to the Government's notice much earlier.

Law and Finance may see for remarks.

12/12/55

12.12.55 D.S.

Ho.25-254/55-1P VI c d

12/12/55

From page 15 ante

Law

Agri.

LAW DEPARTMENT

ASSISTANT SECRETARY 13DEC1955 L7885 LAW DEPARTMENT

For the reasons stated by Agri in paragraph 4 on pages 17-18 ante and in view of the opinion expressed by the Dy. Director of Agriculture, Coimbatore in paragraph 4 on page 1 c.f. of Memo No.29106/53 F.P. dated 8-12-53, this Department is of the view that a Civil suit for the recovery of the proportionate instalment (Rs.977) and repair charges (Rs.130) from Srimathi Kamalamma is not likely to be successful. The Govt. Pleader, Madras when he gave the opinion at 247-248 of Flag (S) does not seem to have been apprised of the full and complete facts of the case--Please see the letter from the D.A. to the Govt. Pleader at pages 183 to 190 of Flag (G). Before a decision is taken on the point, it is desirable to inform the Govt. Pleade

Z

of the complete details of this case and ask him to offer his considered opinion whether the Govt. will succeed in a court of law, if a Civil suit is filed for the recovery of any amount by way of proportionate instalments and repair charges or otherwise from Srimathi Kamalamma.

A

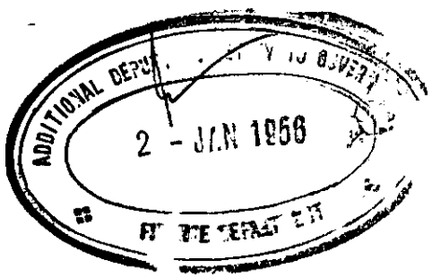
31.12.55

Fin (Accts)

Notes from page 15 above may be perused.

Law No 17285/55-1
31/12/53

Finance may agree with the views of Law above.



Agri

9.1.56

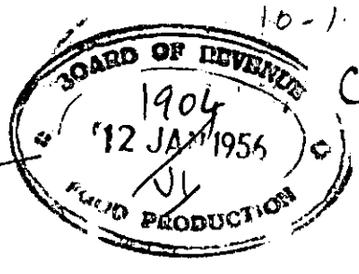
10.1.56

Agri II

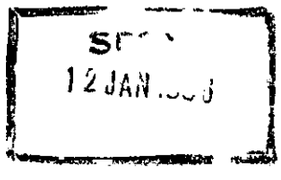
TO AR

Agri FB

Fin Spl. No. 184/Fin/12-1
10-1-56



The notes of Law & Fin Deptt at top 19 ante may be perused. A further report may be called for from the DA with reference to the notes of Law Deptt at A above.



Subject to which a draft memo to the DA is submitted

This draft will not do; we cannot leave it to the DA to furnish the details - AR

16/1/56 Land 18/1/56

18.1.56

19/1/56

Agri PB

with ref to A on p20 ante a revised draft is submitted below for appl

19/1/56

20/1/56

20/1/56

AS

Mr 63-64 Ref issued as CATES. A.1. 220/53 d 30.1.56

Mr 89-93 Read:- From the Director CATES. A.1. 220/53 dt 31-5-56

Srimathi Kamaraj amma of South Kanara Dt was allotted a venuri oil engine set on 27.9.50. It was handed over by the Supplies to the agricultural Engineering Supervisor Mangalore. It was delivered to Sri Lakshmi Narayana Bhat her husband on proper authorisation by her. It has been reported that it was the loading inspector at Mangalore who booked the set to Manglore address of the party. The engine appears to have been booked by the loading inspector on the basis of the party's letter to the T.DA through subsequently

p 35 (E)

p 203 (S)

p 1-9 (E)

p 1-2 (F)

p 74 (P)

(F)

the party appears to have represented that the Agrl Engineering Supervisor volunteered his services. Whatever it is it has to be admitted that the ~~to~~ hoarding inspector of the Dept. hoarded the unit to Mangalore. He was not required to do so under the rules the engine having been delivered at Madras to the party's ~~the~~ husband.

When the package reaches Mangalore on 13.11.50 ~~it~~ at para 3 at p 9 ⅓ ie roughly after 1½ months it was opened by the party in the presence of the Inspector for on at Mangalore; it had many defects some of them serious ones. The engine was got repaired locally on 18.12.50 by the party at ~~the~~ the local workshops at Mangalore who certified that they had reason to believe the engine was not a new one. The engine was however with the party. (P) at p 2 ⅓ (F)

On 12.7.51 the D.A.G however reported to the J.D.A (M)

that the party did not execute the necessary agreement as she wanted an exchange of pump for which the party had addressed the Joint Director. On 15.10.51 for the first time the party appears to have applied to the J.D.A that the engine was giving much trouble and she wanted it replaced. She also returned the unit to the D.A.O Mangalore on 28.10.51 on the ground that it was not properly working (for test and repairs). But when it was got repaired she refused to take it back. By this time the first instalment towards the unit under the H.P. scheme had fallen due. The matter was taken up with the suppliers by the Dept after getting the machine inspected by the AAE Research Coimbatore This inspection was made only in March 1952. The suppliers, however, replied that they had supplied

a brand new engine and they could not accept the certificate given by the local workshop.

On the basis of the opinion of the AAE Coimbatore that irrespective of whatever defects the engine might have had when it arrived at Mangalore the responsibility of the Depot ceased when the delivery was effected at Madras, the DA asked the party to pay proportionate instalment as well as the cost of repairs to the engine as shown below.

Proportionate instalment	Rs 977.
Repair charges	Rs 130
TOTAL	Rs 1107.

The party refused to pay this amount. The order for recovery of the amounts was actually issued to the DTO only after a lapse of 1 1/2 years after the set had been returned. In the meantime the hire purchase contract

para 17 (D)

had also been cancelled by the DAO and another engine was supplied to the party on hire basis. After a good deal of correspondence with the DA the DA reported to Govt. recommending waiver of the amount due from 27.9.50 to the date of its return which could be collected only as arrears of hire charges in view of the cancellation of the hire purchase contract and recommended collection of hire charges from 27.12.50 to 30.4.51. But Govt did not accept the recommendations made ~~in the first instance~~, and directed the DA to recover the entire sum of Rs 1107/- from the party.

para 13-15 (E)

Subsequently the DA has reported that the party refused to pay the amount and that in the absence of a valid agreement recovery of this amount under the R.R. Act was

para 1-2 (K)

doubtful. He also brought to the notice that the Bank had filed against Govt a notice of suit but that he was still trying to collect the amount. Subsequently he again reported inability to collect the amount.

The DA was informed that even if hire charges for the period 27.9.50 to 28-10-51 could not be collected since the unit was supplied only under the H.P. scheme the claim for proportionate instalment could be insisted upon and he was asked to consult the G.P and report if civil action will not lie. After consulting the G.P the DA replied in the affirmative

The Govt thereupon examined the whole question with the connected records and in consultation with the Law Dept considered that the DA have entirely relied upon the opinion of the A.G.E. and decided as that.

a civil suit for the recovery of the proportionate instalment (Rs 977) and repair charges (Rs 130) from Smt Thi Kamalamma is not likely to be successful. The DA Mds was requested to apprise the C.P. of the full facts of the case and ask him to offer his considered opinion whether the Govt will succeed in a court of law if a civil suit is filed for the recovery of the amount in question.

The opinion of the C.P are at pp 91-93 of. It is seen that the party could be made liable for payment of hire charges from 27-9-52 to 28.10-51 as she had the use and was possession of the engine during the period. However he has recommended that in view of the fact that the engine was defective a sympathetic view may be taken and she may be charged with hire charges for the period from 20.12.50

to 30-4-51 when the engine was actually used by the party.

Law may advise on the opinion of the C.P whether a civil suit can lie filed, against party. The question at B on pre page may be ~~as~~ decided ~~on~~ ~~re~~. ~~after~~ on receipt of the opinion of Law in the matter."

The report of the DA does not throw any light on the point why the booking of the engine was undertaken by the loading inspector when the pumps was delivered to the husband of the grantee and why the tractor foreman should have certified that the engine was ~~re~~ received in a damaged condition ~~at all~~ ~~because if the case of the court is that its responsibility ceased once the set had been delivered to the party's agent at Madras~~. The DA may be asked to submit a clear report on this point subject to orders a draft is submitted for appl.

S

VI C
A draft should have been put up by 15/6

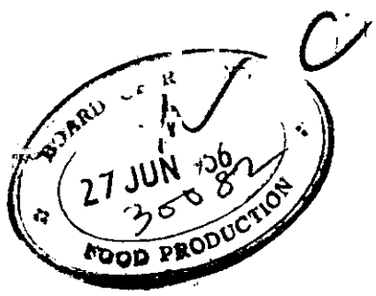
Law (a i)

Lr 25254/55 AP
II cd 21/6/56

15636 15/6/56 18/6/56 20/6/56 (a i) Law

LAW DEPARTMENT.

This department generally agrees with the views of the Government Pleader, Madras expressed in his opinion at pages 91-93 c.f.



26/6/56

26.6.56

Asst (F.P)

To AS

Agri 76

The opinion of the Law Dept at p 29 ante may be perused.

For a brief history of the case please see notes at top 21. 28 ante.

The question now arises for consideration is whether the party should be asked to pay hire charges for the entire period the engine was with her i.e from 27.9.50 to 28.10.51 which works out to Rs 1107/-. The Court Pleader has ~~reported~~ opined that the repair charges of Rs 130/- out of the sum of Rs 1107/- cannot be claimed from the party as there is very little evidence to prove to the satisfaction of the Court that the defects has arisen due to the ~~mishandl~~ mishandling of the machinery by the party. Under the circumstances the total amount that could be collected from the party works out to Rs 977/- only. or whether the party may be

M on p 93 cf

M on p 93 cf

M on p 93 ante

1107
130
977

asked to pay hire charges for the period from ~~27~~ 20.12.50 to 30.4.51 during which period the engine actually worked.

The Govt Pleader ~~though~~ considers that the amount due from the party for the period from 27.9.50 to 28.10.51 which has been endorsed by the Law Dept ~~shall be~~ is recoverable from the party but ~~Consideration~~ ~~Considers~~ ~~requests~~ has recommended to the Govt that in view of the fact that the party was put to lot of worry due to the receipt of defective engine, ~~that~~ a sympathetic view may be taken and hire charges for the period of 4 months i.e. from 20.12.50 to 30.4.51 could be charged from the party.

Whatever may be the opinion of the Govt Pleader on the question of ~~recovering~~ recovery of the ~~entire~~ amount from the party through the Court of Law it is submitted that it is highly doubtful whether a suit in this case

N a. 1 c. 13 C/

Para 6 on p 93 C/ 1

B ante

will be cent percent successful; in the absence of a valid agreement. In this connection perusal is solicited to this Dept's notes at pp 17-18 ante

E ante

and also the opinion of the Law Dept. In the absence of a valid agreement the Govt have to prove each claim they make for the party to the satisfaction of the Court. Though there is no necessity for the boarding Inspector to board the engine at Madras when once the engine was handed over to the agent of the party at Madras: Equally there is no necessity for the Tractor Foreman to receive the unit at the other end. and certify to the effect ~~When this Tractor Foreman inspected the case he found~~ that the engine was received in a damaged condition. The Govt cannot escape their liabilities for the acts committed by these two officials. As the ~~unit~~ unit was received in a

p 18 ante

damaged condition it cannot be put to work. Hence it cannot be proved to the satisfaction of the court that the engine was used by the party from 27.9.50 and this evidence will be strong in favour of the party to press her claim. Further there is evidence to show that the engine was not repaired only on 18.12.50. Hence the engine worked be bort to work only after 18.12.50. Under the circumstances & in view of the recommendation of the C.P it seems desirable to ~~ask the~~ collect from the party the hire charges during ~~which~~ the period the unit actually worked ie from 20.12.50 to 30.4.51 in which case there will be no need for a civil suit as the party herself was willing to pay the amount. As may see the case for remand

Pair (F 7

W/ X

For Jail

DEPUTY SECRETARY TO G
4 JUL 1956
G 1074
FINANCE DEPARTMENT

No 25-454/54 FB VI

Rs 42 56

S(E.O)

S.(E.O)

4/7/56

3/7/56

Fin (Accts)

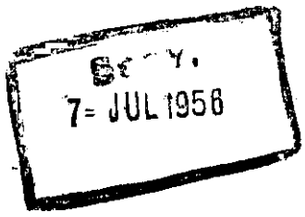
(Previously seen in Fin on p20 ante)

Notes from p 31 ante may be perused.

The proposal at X on the one-page may be agreed to.

Asst
5.7.56.

7/7/56 Asst (SP)



Fin U.O. 6107/4 Asst/m
6.7.56

C

31 Agri. (FP) Deptt.

Note for Circulation.

Srimathi Kammalamma of South Kanara District was allotted a Yanuru oil engine set on 27-9-50. It was handed over by the suppliers to the Agricultural Engineering Supervisor Madras. It was delivered to Sri Lakshmi Narayana Bhat her husband on proper authorisation by her. It has been reported that it was the loadi Inspector at Madras who booked the set to Mangalore address of th party. The engine appears to have been booked by the Loading Inspector on the basis of the party's letter to J.D.A. though subsequently the party appears to have represented that the Agrl. Engineering Supervisor Volunteered his services. Whatever it is it has to be admitted that the Loading Inspector of the Deptt., booked the unit to Mangalore. He was not required to do so under the rules, the engine having been delivered at Madras to the party' husband.

When the package reached Mangalore on 13-11-50 i.e. roughly after 1½ months it was opened by the party in the presence of the tractor foreman Mangalore, it had many defects some of them serious ones. The engine was got repaired locally on 18-12-1950 by the party at the local workshop at Mangalore who certified that they had reason to believe that the engine was not a new one. The engine was however with the party.

On 12-7-51 the D.A.O. however reported to the J.D.A. that the party did not execute the necessary agreement as she wanted an exchange of pump for which the party had addressed the Joint Director. On 15-10-51 for the first time the party appears to have applied to the J.D.A. that the engine was giving much troubl and she wanted it replaced. She also returned the unit to the D.A.O. Mangalore on 28-10-51 on the ground that it was not properly working (for test and repairs). But when it was got repaired she refused to take it back. By this time the first instalment towards the unit under the H.P. Scheme had fallen due. The matter was taken up with the suppliers by the Departmen after getting the machine inspected by the Assistant Agril. Engr

p.t.o.

Research, Coimbatore. This inspection was made only in March, 1952. The suppliers, however, replied that they had supplied a brand new engine and they could not accept the certificate given by the local workshop.

On the basis of the opinion of the Assistant Agricultural Engineer, Coimbatore that irrespective of whatever defects the engine might have had when it arrived at Mangalore the responsibility of the Department ceased when the delivery was effected at Madras, the Director of Agriculture asked the party to pay proprotionate instalment as well as the cost of repairs to the engine as shown below:-

Proportionate instalment	Rs. 977
Repair charges	Rs. 130
Total	Rs.1107

The party refused to pay this amount. The order for recovery of the amounts was actually issued to the District Agricultural Officer only after a lapse of 2½ years after the set had been returned. In the meantime the hire purchase contract had also been cancelled by the District Agricultural Officer and another engine was supplied to the party on hire basis. After a good deal of correspondence with the Director of Agriculture, the Director of Agriculture reported to Government recommending waiver of the amount due from 27-9-50 to the date of its return viz: 28-10-51, which could be collected only as arrears of hire charges in view of the cancellation of the hire purchase contract and recommended collection of hire charges from 27-12-50 to 30-4-51 the period when an engine would normally be required for cultivation. But Government did not accept the recommendations made and directed the Director of Agriculture to recover the entire sum of Rs.1107/- from the party.

Subsequently the Director of Agriculture has reported that the party refused to pay the amount and that in the absence of a valid agreement recovery of this amount under the Revenue Recovery Act was doubtful. He also brought to the notice that the party had filed against Government a notice of suit but that he was still trying to collect the amount. Subsequenty he again reported inability to collect the amount.

p.t.o.

The Director of Agriculture was informed that even if hire charges for the period 27-9-50 to 28-10-51 could not be collected since the unit was supplied only under the Hire Purchase scheme, the claim for proportionate instalment could be insisted upon and he was asked to consult the Government Pleader and report if civil action will not lie. After consulting the Government Pleader the Director of Agriculture replied in the affirmative.

The Government thereupon examined the whole question with the connected records and in consultation with the Law Department considered that the Director of Agriculture has entirely relied upon the opinion of the Assistant Agricultural Engineer, Coimbatore and decided that a civil suit for the recovery of the proportionate instalment (Rs.977) and repair charges (Rs.130) from Srimathi Kamalamma is not likely to be successful. The Director of Agriculture, Madras was, therefore requested to apprise the Government Pleader of the full facts of the case and ask him to offer his considered opinion whether the Government will succeed in a court of law if a civil suit is filed for the recovery of the amount in question.

The Government Pleader has stated that the party could be made liable for payment of hire charges from 27-9-50 to 28-10-51 as she had the use and was in possession of the engine supplied during the period. However in view of the fact that the engine supplied to the party was defective a sympathetic view may be taken and she may be charged hire charges for the period from 20-12-50 to 30-4-51 when the engine was actually used by the party.

Though the opinion of the Government Pleader is that the party could be made liable for the payment of hire charges from 27-9-50 to 28-10-51 still it is highly doubtful whether a suit in this case will be cent per cent success-

P.T.O.

25254/54-FPVIC

-ful in the absence of a ~~vild~~ Valid agreement, and the Government have to prove each claim they make from the party to the satisfaction of the court; There is no necessity for the ~~loading~~ loading Inspector to load the engine at Madras when once the engine was handed over to the agent of the party at Madras. Equally there is no necessity for the Tractor Foreman to receive the unit at the other end and certify to the effect that the engine was received in a damaged condition. Separate action is being taken for the acts committed by these two officials in this regard. As the unit was received in a damaged condition it cannot be put to work. Hence it cannot be proved to the satisfaction of the court that the engine was used by the party from 27-9-50 and this evidence will be strong enough in favour of the party to press her claim. Further there is evidence to show that the engine was got repaired only on 18-12-50. Hence the engine could be put to work only after 18-12-50. Under the circumstances and in view of the recommendation of the Government Pleader it seems desirable to collect from the party the hire charges during the period the unit actually worked i.e. from 20-12-50 to 30-4-51 in which case there will be no need for a civil suit as the party herself ~~was~~ willing to pay the amount.

Finance have accepted the above proposals. The case may be circulated to Minister (Agri.) for orders on A above.

[May be read from p 37 ante]

DS

SERV. 12 JUL 1956

BOARD OF REVENUE 18 JUL 1956 FOOD PRODUCTION

Ag

To AS

Orders in circulation

P 40 ante

A draft memo is submitted for appl.

24/7/52 26/7/52 28/7/52

DS

AS2
DS (Es)
Mh 97-100 ✓

issued as Govt memo 25-254/54 I&P VI cd 2

To AS — Agri F&P

One question in this file relates to the collection of hire charges for the oil engines supplied to Smiathi Kamala of Alpe village and in SK Dt and finial orders were issued in Govt memo 25-254/54 I&P VI dated 28.7.54 that hire charges may be collected during the period the unit actually worked. i.e. from 20.12.50 to 30.4.51.

Mh 97-100 ✓

Having from the above question there was no explanation in the

report of the DA as to why the loading inspector boarded the engine to Mangalore when the engine was delivered to the party's agent at Mavoor and why ~~the unpacking~~ it was opened ~~by~~ in the presence of the Tractor Foreman at Mangalore. ~~whereas he was asked to do so~~. The DA was requested to examine the question in detail and submit a clear report in the matter. Necessary extracts have been taken to pursue the matter separately.

No further action is called for in this file. One may be recorded as G.O. Rt 81/58 FD VI C dt 11-8-58

M495-96 of

given for C.M.O will be noted in this file before close of file no 37850/88

9850 hrs 9/8/58. 10/8/58

AS
AS.